

CITY AND COUNTY OF SAN FRANCISCO

CONTRACT ORDER

CONTRACT WITH:

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)AMES RESEARCH CENTERREIMBURSABLE OFFICE, MS 232-23MOFFET FIELD, CA 94035

MODIFICATION

ORIGINAL

INCREASE

DECREASE

DATE CHANGE ONLY

DEPARTMENT:		PO ID NO.
27 AIRPORT COMMISSION		0000338221
DEPARTMENT CONTACT		TELEPHONE NO
IAN LAW		(650) 821-3375
Dept./Div./Sec.	Fund Group/Fd/	DATE:
		07/24/2019
		1 OF 1
CATEGORY	SUPPLIER NO.	CONTRACT NO.
92000	0000038916	1000014873
JOB NO.		
PERIOD COVERED:		AMOUNT:
JULY 2, 2019 - JUNE 30, 2020		\$305,029.00

FOR THE PURPOSE OF: CT#50221 (SAA2-4034261) - ENCUMBRANCE FOR FY 2019-2020

THIS REIMBURSABLE UMBRELLA SPACE ACT AGREEMENT BETWEEN NASA AND SFO IS FOR THE PURPOSE OF RESEARCH AND TECHNOLOGIES FOR INCREASING AIRPORT SURFACE CAPACITY AND AIRFIELD EFFICIENCY. THIS AGREEMENT BECOMES EFFECTIVE ON JULY 2, 2019 (THE DATE OF THE LAST SIGNATURE) AND SHALL REMAIN IN EFFECT UNTIL THE COMPLETION OF ALL OBLIGATIONS OF BOTH PARTIES, OR 5 YEARS FROM THE EFFECTIVE DATE, WHICHEVER COMES FIRST. THE PARTIES SHALL EXECUTE 1 ANNEX AGREEMENT AND MAY EXECUTE SUBSEQUENT ANNEXES CONSISTENT WITH THE PURPOSE AND TERMS OF THIS UMBRELLA AGREEMENT. EACH ANNEX WILL DETAIL THE SPECIFIC PURPOSE, RESPONSIBILITIES, SCHEDULES AND MILESTONES AND ANY PERSONNEL, PROPERTY TO BE UTILIZED UNDER THE TASK. ANNEX ONE, CONDUCTED UNDER THE REIMBURSABLE UMBRELLA SPACE ACT AGREEMENT (SAA2-4034261) SHALL BE FOR THE PURPOSE OF CONDUCTING RESEARCH & DEVELOPMENT TO INCREASE THE AIRPORT'S SURFACE CAPACITY IN A NOT TO EXCEED AMOUNT OF \$305,029, EFFECTIVE DATE OF JULY 2, 2019 (DATE OF THE LAST SIGNATURE) UNTIL JUNE 30, 2020 OR THE COMPLETION OF ALL OBLIGATIONS OF BOTH PARTIES.

SFIA RESOLUTION NO: 18-0406
PSC NO. 49666-18/19
PSC AMOUNT \$ 500,000.00
PSC DURATION FEBRUARY 4, 2019 TO JUNE 30, 2024

ENCUMBRANCE FOR FY 19-20 \$ 305,029.00 0000338221


TOTAL CERTIFIED AMOUNT \$ 305,029.00

CONTRACT AMOUNT: \$ 305,029.00 (ANNEX ONE)
CONTRACT TERM: JULY 2, 2019 TO JUNE 30, 2020 (ANNEX ONE)
CONTACT PERSON: IAN LAW (650) 821-3375

Insurance Required	Amount	Expiration Date
Worker's Comp.	N/A	N/A
Comp. Gen. Liab.	N/A	N/A
Automobile	N/A	N/A

MAIL INVOICE TO:
IAN LAW
San Francisco Airport Commission
P.O. Box 8097
San Francisco, CA 94128

RECOMMENDED AND APPROVED

By:  IVAN C. SATERO Airport Director			Chief Administrative Officer, Board of supervisor		Materials, Supplies & Services Purchaser Real Property Leases & Rents Director of Property		Certification Date: JUL 25 2019	
INDEX CODE	Document		AMOUNT	FUND	DEPARTMENT	AUTHORITY	PROJECT	
	Number	ACCOUNT					PROJECT	ACTIVITY
ARBIT	0000338221	527990	\$305,029.00	17960	183647	10000	10026671	0001

**REIMBURSABLE UMBRELLA SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AMES RESEARCH CENTER
AND
SAN FRANCISCO INTERNATIONAL AIRPORT
CITY AND COUNTY OF SAN FRANCISCO
FOR
RESEARCH AND TECHNOLOGIES FOR INCREASING
AIRPORT SURFACE CAPACITY AND AIRFIELD EFFICIENCY**

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)), this Umbrella Agreement is entered into by the National Aeronautics and Space Administration Ames Research Center, located at Moffett Field, CA hereinafter referred to as ("NASA" or "NASA ARC") and the City and County of San Francisco through the San Francisco Airport Commission, located at International Terminal, North Shoulder Building San Francisco, CA 94128 (hereinafter referred to as "SFO" or "Airport"). NASA and Airport may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE AND IMPLEMENTATION

This Umbrella Agreement (hereinafter referred to as the "Agreement" or "Umbrella Agreement") is in support of SFO's research interests in increasing airfield efficiency through capacity improvement and reducing delays. SFO seeks to improve communications for all operational stakeholders and optimize aircraft movement through its taxiway system by utilizing advanced tools for surface management.

Located in the San Francisco Bay Area, SFO is a major air transportation hub and airport metroplex that serves more than 55 million domestic and international passengers annually. With factors such as weather, flight changes and construction, SFO is searching for ways to minimize congestion to provide a better passenger experience, and provide airfield staff with better decision-making tools to more efficiently manage aircraft traffic. SFO and NASA share a common interest in improving SFO's capacity and reducing delays. This Umbrella Agreement will provide insight into SFO's current and future needs for more efficient and safe surface operations.

NASA ARC will bring its unique expertise in developing complex systems for managing surface operations, including its expertise in algorithms and models for analysis and expertise in interpretation to enable decision support. It will also utilize NASA-developed capabilities in data mining, analysis and prognostics, and software tools. SFO will benefit from an increased understanding and situational awareness of airfield surface congestion for decision making, including runway assignment and call for release information for departures.

Topics to be explored under this Umbrella Agreement include: (1) an analysis of the SFO work environment based on extensive first-hand observations, interviews, and documents, with the goal of developing new work system designs that better account for the interactions of roles, computer tools, schedules, and facilities in the work setting; and (2) research and development leading to solutions to SFO's surface logistics problems, which could provide high-level capabilities in planning, scheduling, predictive analysis, visualization, and infrastructure for communication and data sharing.

The Parties shall execute one (1) Annex Agreement (hereinafter referred to as the "Annex") concurrently with this Umbrella Agreement. The Parties may execute subsequent Annexes under this Umbrella Agreement consistent with the purpose and terms of this Umbrella Agreement. This Umbrella Agreement shall govern all Annexes executed hereunder; no Annex shall amend this Umbrella Agreement. Each Annex will detail the specific purpose of the proposed activity, responsibilities, schedule and milestones, and any personnel, property or facilities to be utilized under the task. This Umbrella Agreement takes precedence over any Annexes. In the event of a conflict between the Umbrella Agreement and any Annex concerning the meaning of its provisions, and the rights, obligations and remedies of the Parties, the Umbrella Agreement is controlling.

ARTICLE 3. RESPONSIBILITIES

- A. NASA ARC will use reasonable efforts to:
 - 1. Provide support of projects undertaken in any Annex;
 - 2. Provide internal coordination of approvals for Annexes; and
 - 3. Provide for a single point of contact for Annex development and operations.
- B. SFO will use reasonable efforts to:
 - 1. Provide support of projects undertaken in any Annex;
 - 2. Provide internal coordination of approvals for Annexes; and
 - 3. Provide for a single point of contact for Annex development and operations.

ARTICLE 4. SCHEDULE AND MILESTONES

The Parties shall execute one (1) Annex concurrently with this Umbrella Agreement. The initial Annex and any subsequent Annexes will be performed on the schedule and in accordance with the milestones set forth in each respective Annex.

ARTICLE 5. FINANCIAL OBLIGATIONS

- A. Reimbursement by Airport to NASA

The Airport agrees to reimburse NASA as set forth in each Annex for NASA to carry out its responsibilities under this Agreement. The Airport shall make incremental payments prior to the initiation of NASA's efforts on behalf of the Airport in accordance with the milestone payment

schedules under each Annex. Advance payments shall be scheduled to ensure that funds are resident with NASA before Federal obligations are incurred in support of work on behalf of the Airport. The Airport will reimburse NASA on a milestone by milestone basis in accordance with the milestone schedule set forth in the applicable Annex. Payment shall be payable to the National Aeronautics and Space Administration through the NASA Shared Services Center (NSSC) (choose one form of payment):

1. U.S. Treasury FEDWIRE Deposit System, Federal Reserve Wire Network Deposit System;
2. pay.gov at www.nssc.nasa.gov/customerservice (select "Pay NASA" from the Quick Links to the left of the page); or
3. check. A check should be payable to NASA and sent to:
NASA Shared Services Center
FMD – Accounts Receivable For the Accounts of:
Ames Research Center
Building 1111,
Jerry Hlass Rd.,
Stennis Space Center, MS 39529

Note that Annexes may originate from different Centers. Each payment shall be properly identified by Center. Payment by electronic transfer [#1 or #2, above], is strongly encouraged, and payment by check is to be used only if circumstances preclude the use of electronic transfer. All payments and other communications regarding this Agreement shall reference the Center name, title, date, and number of this Agreement.

B. Availability of Funds

Notwithstanding any other provision of this Agreement, all activities under or pursuant to this Agreement are subject to the availability of funds and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341), or § 3.105 of the San Francisco City Charter.

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, SFO shall be given reasonable notice of that change so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities. In the event NASA elects to enter into similar agreements for the same or a similar purpose, NASA will protect Airport Background Data in accordance with Article 11, paragraph H and use, disclose, or reproduce such Data only as necessary under this Agreement.

ARTICLE 8. LIABILITY AND RISK OF LOSS

A. The Airport hereby waives any claims against NASA, its employees, its related entities, (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier) and employees of NASA's related entities for any injury to, or death of, Airport employees or the employees of Airport's related entities, or for damage to, or loss of, Airport's property or the property of its related entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

B. The Airport further agrees to extend this unilateral waiver to its related entities by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

ARTICLE 9. LIABILITY AND RISK OF LOSS - PRODUCT LIABILITY – IF APPLICABLE.

With respect to products or processes resulting from a Party's participation in an SAA, each Party that markets, distributes, or otherwise provides such product, or a product designed or produced by such a process, directly to the public will be solely responsible for the safety of the product or process.

ARTICLE 10. LIABILITY AND RISK OF LOSS - PRODUCT LIABILITY INDEMNIFICATION – IF APPLICABLE.

In the event the U.S. Government incurs any liability based upon Airport's, or Airport's Related Entity's, use or commercialization of products or processes resulting from a Party's participation under this Agreement, Airport agrees to indemnify and hold the U.S. Government harmless against such liability, including costs and expenses incurred by the U.S. Government in defending against any suit or claim for such liability.

ARTICLE 11. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. General

1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Airport that is assigned, tasked, or contracted to perform activities under this Agreement.
2. "Data" means recorded information, regardless of form, the media on which it is recorded, or the method of recording.

3. "Proprietary Data" means Data embodying trade secrets developed at private or Airport expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:
 - a. known or available from other sources without restriction;
 - b. known, possessed, or developed independently, and without reference to the Proprietary Data;
 - c. made available by the owners to others without restriction; or
 - d. required by law or court order to be disclosed.
4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in section 3., above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall advise the Providing Party in writing. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.
8. The Data rights herein apply to Airport and NASA employees and Related Entities. Each Party shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
9. Disclaimer of Liability: Neither Party is restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice. NASA is not liable for use of Data the Airport is required by law to provide to the U.S. Government without restriction.
10. The Airport may use the following or a similar restrictive notice:

Proprietary Data Notice

The data herein include Proprietary Data and are restricted under the Data Rights provisions of Space Act Agreement SAA2-403426.

The Airport should also mark each page containing Proprietary Data with the following or a similar legend:

"Proprietary Data – Use And Disclose Only Under the Notice on the Title or Cover Page."

B. Data First Produced by the Airport Under this Agreement

If Data first produced by the Airport or its Related Entities under this Agreement is provided to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for U.S. Government purposes. NASA does not anticipate sharing such data with another airport. However, in the event that a need to do so arises in the course of using the data for U.S. Government purposes, NASA agrees to (1) notify the

Airport of doing so and (2) work with the Airport to mitigate any Airport concerns.

C. Data First Produced by NASA Under this Agreement

If the Airport requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from the Airport, NASA will mark the Data with a restrictive notice and will use reasonable efforts to protect it for the period of time specified in the Annex under which the Data is produced. During this restricted period the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. The Airport shall not disclose the Data without NASA's written approval during the restricted period, which approval shall not be unreasonably withheld. The restrictions placed on NASA do not apply to Data disclosing a NASA owned invention for which patent protection is being considered.

D. Publication of Results

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment. The Parties agree that Data protected under Paragraphs B and C, above, will be considered Proprietary Data for the purposes of this paragraph and will not be published during the applicable period of protection.

E. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a period of one (1) year unless otherwise agreed or the Data is restricted for a longer period.

F. Copyright

Data exchanged with a copyright notice and with no restrictive notice is presumed to be published. The following royalty-free licenses apply:

1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.
2. Data without the indication it was produced outside this Agreement and is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph E of this Article, and in the Invention and Patent Rights Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

G. Data Subject to Export Control

Whether or not marked, technical data subject to the export laws and regulations of the United States provided to the Airport under this Agreement must not be given to foreign persons or transmitted outside the United States without proper U.S. Government authorization.

H. Handling of Background, Third Party and Controlled Government Data

1. NASA or the Airport (as Disclosing Party) may provide the other Party or its Related Entities (as Receiving Party):
 - a) Proprietary Data developed at the Disclosing Party's expense outside of this Agreement (referred to as Background Data);
 - b) Proprietary Data of third parties that the Disclosing Party has agreed to protect or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) (referred to as Third Party Proprietary Data); and
 - c) U.S. Government Data, including software and related Data, the Disclosing Party intends to control (referred to as Controlled Government Data).
2. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this Article.
3. Identification of Data:
 - a) All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party shall be identified in the Annex under which it will be provided.
 - b) Notwithstanding § H.4 herein, NASA software and related Data provided to the Airport shall be identified in the Annex under which it will be used. Software and related Data will be provided to the Airport under a separate Software Usage Agreement (SUA), if applicable. The Airport shall use and protect the related Data in accordance with this Article. Unless the SUA authorizes retention, or the Airport enters into a license under 37 C.F.R. Part 404, the related Data shall be disposed of as instructed by NASA.
4. For such Data with a restrictive notice pursuant to §H.2, or Data identified in an Annex, Receiving Party shall:
 - a) Use, disclose, or reproduce such Data only as necessary under this Agreement;
 - b) Safeguard such Data from unauthorized use and disclosure;
 - c) Allow access to such Data only to its employees and any Related Entity requiring access under this Agreement;
 - d) Except as otherwise indicated in §4.c, preclude disclosure outside Receiving Party's organization;

- e) Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any Related Entity with access about their obligations under this Article; and
- f) Dispose of such Data as Disclosing Party directs.

I. Oral and visual information

If the Airport discloses Proprietary Data orally or visually, NASA will have no duty to restrict, or liability for disclosure or use, unless the Airport:

- 1. Orally informs NASA before initial disclosure that the Data is Proprietary Data, and
- 2. Reduces the Data to tangible form with a restrictive notice and gives it to NASA within ten (10) calendar days after disclosure.

ARTICLE 12. INTELLECTUAL PROPERTY RIGHTS – INVENTION
AND PATENT RIGHTS - IF APPLICABLE

A. General

- 1. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party (ies). No invention or patent rights are exchanged or granted under this Agreement, except as provided herein.
- 2. "Related Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Airport assigned, tasked, or contracted with to perform activities under this Agreement.
- 3. The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.

B. NASA Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its employees. Upon request, NASA will use reasonable efforts to grant Airport, under 37 C.F.R. Part 404, a negotiated license to any NASA invention made under this Agreement. This license is subject to paragraph E.1. of this Article.

C. NASA Related Entity Inventions

NASA will use reasonable efforts to report inventions made under this Agreement by its Related Entity employees, or jointly between NASA and Related Entity employees, where NASA has the right to acquire title. Upon request, NASA will use reasonable efforts to grant Airport, under 37 C.F.R. Part 404, a negotiated license to any of these inventions where NASA has acquired title. This license is subject to paragraph E.2. of this Article.

D. Joint Inventions With Airport

The Parties will use reasonable efforts to report, and cooperate in obtaining patent protection on, inventions made jointly between NASA employees, Airport employees, and employees of either Party's Related Entities. Upon timely request, NASA may, at its sole discretion and subject to paragraph E. of this Article:

1. refrain from exercising its undivided interest inconsistently with Airport's commercial business; or
2. use reasonable efforts to grant Airport, under 37 C.F.R. Part 404, an exclusive or partially exclusive negotiated license.

E. Rights to be Reserved in Airport's License

Any license granted Airport under paragraphs B., C., or D. of this Article is subject to the following:

1. For inventions made solely or jointly by NASA employees, NASA reserves the irrevocable, royalty-free right of the U.S. Government to practice the invention or have it practiced on behalf of the United States or on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement with the United States.
2. For inventions made solely or jointly by employees of a NASA Related Entity, NASA reserves the rights in 1. above, and a revocable, nonexclusive, royalty-free license retained by the Related Entity under 14 C.F.R. § 1245.108 or 37 C.F.R. § 401.14 (e).

F. Protection of Reported Inventions

For inventions reported under this Article, the Receiving Party shall withhold all invention reports or disclosures from public access for a reasonable time (one year unless otherwise agreed or unless restricted longer herein) to facilitate establishment of patent rights.

G. Patent Filing Responsibilities and Costs

1. The invention and patent rights herein apply to any patent application or patents covering an invention made under this Agreement. Each Party is responsible for its own costs of obtaining and maintaining patents covering sole inventions of its employees. The Parties may agree otherwise, upon the reporting of any invention (sole or joint) or in any license granted.
2. Partner shall include the following in patent applications for an invention made jointly between NASA employees, its Related Entity employees and Airport employees:

The invention described herein may be manufactured and used by or for the U.S. Government for U.S. Government purposes without the payment of royalties thereon or therefore.

ARTICLE 13. USE OF NASA NAME AND EMBLEMS

A. NASA Name and Initials

The Airport shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" Article, the Airport must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. The Airport must submit any proposed use of the emblems to NASA Communications for review and approval.

C. Airport Logo

NASA shall not use "San Francisco International Airport" or "SFO" or its logo in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of the Airport, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" Article, NASA must submit any proposed public use of the Airport's name or initials (including press releases and all promotional and advertising use) to the Airport's Chief Operating Officer for review and approval.

ARTICLE 14. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or the Airport may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that a copy of this Agreement will be disclosed, without redactions, in accordance with the NTAA.

ARTICLE 15. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting

product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

ARTICLE 16. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. The Airport agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Airport resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 17. COMPLIANCE WITH LAWS AND REGULATIONS

A. Compliance

The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by Airport to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Airport shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.
2. The Airport shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.
3. The Airport will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.
4. The Airport will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

C. With respect to suspension and debarment requirements:

1. The Airport hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.
2. The Airport shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

ARTICLE 18. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five (5) years from the Effective Date, whichever comes first.

ARTICLE 19. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Umbrella Agreement or any Annex (es) by providing thirty (30) calendar days written notice to the other Party. Termination of an Annex does not terminate this Umbrella Agreement. However, the termination or expiration of this Umbrella Agreement also constitutes the termination of all outstanding Annexes. In the event of termination of any of the Annex (es), the Airport will be obligated to reimburse NASA for all its costs which have been incurred and paid in support of that Annex (es) up to the date the termination notice was received by NASA. In the event of termination of this Umbrella Agreement by NASA, the Airport shall reimburse NASA for all costs which it incurred in support of this Umbrella Agreement up to the date the termination notice was received by Airport. Where Airport terminates this Umbrella Agreement or any Annex (es), NASA shall immediately cease all work upon receipt of the termination notice and shall reimburse the Airport for all advance payments covering work that was not completed by NASA by the date it receives the notice of termination.

ARTICLE 20. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights" related clauses and "Financial Obligations" shall survive such expiration or termination of this Agreement.

ARTICLE 21. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement. Annexes may designate Points of Contact for purposes of the Annex activities:

NASA Ames Research Center

Robert Morris

Mail Stop: N269/244

Moffett Field, CA 94035

Phone: 650.604.2974

Email: robert.a.morris@nasa.gov

San Francisco International Airport

Ian Law

San Francisco International Airport

International Terminal – 5th Floor

San Francisco, CA 94128

Email: Ian.Law@flysfo.com

ARTICLE 22. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled “Priority of Use,” the Article entitled “Intellectual Property Rights – Invention and Patent Rights” (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement or Annex shall be referred by the claimant in writing to the appropriate person identified in this Agreement for purposes of the activities undertaken in the Agreement, or Annex(es) for purposes of the activities undertaken in the Annex(es) as the “Points of Contact.” The persons identified as the “Points of Contact” for NASA and the Airport will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person’s designee, as applicable, will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

ARTICLE 23. MODIFICATIONS

Any modification to this Umbrella Agreement shall be executed in writing, and signed by an authorized representative of NASA and the Airport. Accompanying Annexes may be modified under the same terms. Modification of an Annex does not modify the Umbrella Agreement.

ARTICLE 24. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Airport or NASA without the express written consent of the officials executing, or successors, or higher- level officials possessing original or delegated authority to execute this Agreement.

ARTICLE 25. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 26. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.


ARTICLE 27. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

ARTICLE 28 CITY CONTRACT PROVISIONS


The provisions set forth in Appendix A to this Umbrella Agreement are incorporated herein by reference to the extent the Parties agree that they apply, that they are not preempted, and that they are consistent with law or policy. The Parties agree that provisions not falling within one or more of these categories are inapplicable.

**NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION
AMES RESEARCH CENTER**

BY: 
Rupak Biswas
Director
Exploration Technology Directorate

DATE: June 18, 2019

**SAN FRANCISCO INTERNATIONAL
AIRPORT – CITY AND COUNTY OF
SAN FRANCISCO**

BY: 
Ivar C. Satero
Airport Director
San Francisco International Airport

DATE: 7/2/19

Approved as to form:
DENNIS J. HERRERA
City Attorney

By 
Deputy City Attorney

APPENDIX A TO UMBRELLA AGREEMENT

Assignment. The Services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations may be assigned or delegated by Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

Prohibition on Use of Public Funds for Political Activity. NASA shall not use City funds to participate in, support or attempt to influence a political campaign for any candidate or ballot measure. Failure to comply with this provision will result in sanctions under applicable law

Sunshine Ordinance. NASA acknowledges that this Agreement and all records related to its formation, NASA's performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law. In the event of a request for documents under either the California Public Records Act or the Sunshine Ordinance, the City shall coordinate with NASA before disclosing requested documents.

Tropical Hardwood and Virgin Redwood Ban. Under San Francisco Environment Code Section 804(b), the City urges NASA not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product. NASA acknowledges that the City urges such prohibition on import, purchase, obtain, or use for any purpose. Further, because NASA is performing only professional services under this Agreement, NASA does not intend to import, purchase, obtain, or use for any purpose any sort of wood product in order to perform these services, including tropical hardwood and virgin redwood.

Federal Fair Labor Standards Act. This Agreement incorporates by reference the provisions of 29 USC §201, the Federal Fair Labor Standards Act (FLSA), to the extent applicable to NASA, with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. NASA has full responsibility to monitor compliance to the referenced statute or regulation. NASA must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of 29 CFR §1910, to the extent applicable to NASA, with the same force and effect as if given in full text. NASA must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. NASA retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR §1910). NASA must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Federal Nondiscrimination Requirements. During the performance of this Agreement, NASA, for itself, its assignees, and successors in interest agrees as follows:

1.1.1 Compliance with Regulations. NASA will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, to the extent Applicable to NASA, as they may be amended from time to time.

1.1.2 Nondiscrimination. NASA, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. NASA will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR §21.

1.1.3 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, NASA agrees to comply with the following non-discrimination statutes and authorities, to the extent applicable to NASA, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 USC. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR §27;
- The Age Discrimination Act of 1975, as amended, (42 USC §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR §37 and 38 and the Department of Justice regulations at 28 CFR, parts 35 and 36;
- The Federal Aviation Administration’s Non-discrimination statute (49 USC §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 CFR at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC §1681 *et seq.*).